



CITY OF LODI COUNCIL COMMUNICATION

M

AGENDA TITLE: Adopt Resolution Awarding Contract for Lane Line Striping for Various City Streets **2007 to** Chrisp Company, **of** Fremont **(\$50,152)**

MEETING DATE: October **17,2007**

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the attached contract for Lane Line Striping for Various City Streets, 2007, to Chrisp Company, of Fremont, up to the amount of \$50,152.

BACKGROUND INFORMATION: This project provides for repainting of traffic stripes (lane lines) on various City streets. While a few locations that experience heavy wear are repainted annually, the current plan, using sprayable thermoplastic paint, is to paint 1/3 of our streets each year. However, the lane line paint application was skipped in 2006 as a cost reduction to balance pavement maintenance needs and available funds. Given that the bid was well below the estimate, staff proposes to partially catch up this year by adding additional striping consistent with funds budgeted.

A recap of the types of lane line and quantities for this contract is shown below:

<u>LANE LINES</u>		<u>COST</u>
Broken White	7.05	\$5,952.48
Broken Yellow	5.63	\$4,757.60
Double Yellow	3.31	\$7,350.00
Eight-Inch Solid White	.76	\$2,406.00
Four-Inch Solid White	.52	\$603.90
Continuous Left	1.83	\$3,870.80
Six-Inch Solid White	2.20	\$3,945.70
Six-Inch Skip	.20	\$362.10
Total Miles	21.50	\$29,248.58

The specifications for this project were approved on September 19, 2007. The City received one bid for this project on October 4, 2007. The Chrisp Company has done work within the City of Lodi numerous times with excellent results. The bid received was below the range of the estimate.

FISCAL IMPACT: This budgeted expense (\$50,152) will assist the Streets and Drainage Division in its continuing effort to maintain the City's lane lines for visibility and safety.

FUNDING AVAILABLE: The money for this work will be coming from the 2007/08 Street Operating Budget (Account No. 3215031).


Kirk Evans, Budget Manager


Richard C. Prima, Jr.
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager

RCP/CJ/dsg

Attachment

cc: D. Stephen Schwabauer, City Attorney
George M. Bradley, Streets and Drainage Manager

APPROVED: 

Blair King, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and Chrisp Company herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1999 Edition Standard
	Specifications, State of California
Information to Bidders General	Business and Transportation
Provisions	Agency, Department of
Special Provisions	Transportation
Bid Proposal	
Contract	
Contract Bonds	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may

arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 21.50 miles of sprayable thermoplastic traffic stripes (traffic lines) on various City streets and other incidental and related work, all as shown on the specifications for SPRAYABLE THERMOPLASTIC TRAFFIC STRIPES, VARIOUS CITY STREETS, 2007.

BID ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST'D QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	4" Broken White	37,203	LF	\$ <u> .16</u>	\$ <u>5,952.48</u>
2	4" Broken Yellow	29,735	LF	\$ <u> .16</u>	\$ <u>4,757.60</u>
3	Double Yellow	17,500	LF	\$ <u> .42</u>	\$ <u>7,350.00</u>
4	8" Solid White	4,010	LF	\$ <u> .60</u>	\$ <u>2,406.00</u>
5	4" Solid White	2,745	LF	\$ <u> .22</u>	\$ <u>603.90</u>
6	Continuous Left	9,677	LF	\$ <u> .40</u>	\$ <u>3,870.80</u>
7	6" White Skip	1,065	LF	\$ <u> .34</u>	\$ <u>362.10</u>
8	6" White Solid	11,605	LF	\$ <u> .34</u>	\$ <u>3,945.70</u>

TOTAL BID **\$ 29,248.58**

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 10 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated: _____, 2007

Authorized Signature

Title

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

Address

(_____) _____
Telephone

(_____) _____
FAX

CITY OF LODI
a Municipal corporation

Blair King
City Manager

Attest:

Randi Johl
City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2007-200

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR LANE LINE
STRIPING FOR VARIOUS CITY STREETS 2007

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, a sealed bid was received and publicly opened on October 4, 2007, at 11:00 a.m. for Lane Line Striping, Various City Streets, 2007, described in the specifications therefore approved by the City Council on September 19, 2007; and

WHEREAS, said bid has been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Bid</u>
Engineers Estimate	\$49,741
Chrisp Company, Fremont	\$29,248

WHEREAS, staff recommends awarding the bid for Lane Line Striping for Various City Streets, 2007, to the sole bidder, Chrisp Company, of Fremont, California; and

WHEREAS, sufficient funds are available to perform additional needed striping work.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the bid for Lane Line Striping for Various City Streets, 2007, be and the same is hereby awarded to Chrisp Company, of Fremont, California, the sole bidder, up to the amount of \$50,152; and

BE IT FURTHER RESOLVED that the Public Works Director **is** authorized to add additional striping work under this contract up to the authorized amount of \$50,152.

Dated: October 17, 2007

I hereby certify that Resolution No. 2007-200 was passed and adopted by the Lodi City Council in a regular meeting held October 17, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


City Clerk